

TTAB

Marshall-Edward
06-18-2015

**NOTICE OF AND AFFIDAVIT OF NON-CONSENT
VOIDING CONTRACT OFFER OF
THE UNITED STATES PATENT AND TRADEMARK OFFICE
"DISMISSAL NOTICE MAILED JUNE 17, 2015 UNSIGNED AND UN-NAMED
U.S.P.T.O.'S TIME TO RESPOND OR DEFAULT TO FINAL APPEAL
MANDATE AND SECURITY AGREEMENT
Notice to Agent id Notice to Principal and Notice to Principal is Notice to Agent
Delivered by Certified Mail**

June 18, 2015

From:

Bio Corp's Authorized Representative Marshall-Edward: Mikels,
BIO CORP, A CORPORATION ORGANIZED AND EX
3053 WEST CRAIG ROAD, SUITE E-124
NORTH LAS VEGAS, NV 89032

Delivered by respond to
Stacey L Mack [Notary Public]
205 Mount Shasta Blvd.,
Suite 400,
Mount Shasta CA 96067

To Addressee(s)/Respondent(s)/Debtor:

DEBORAH COHN, in Official capacity and Deborah Cohn in individual capacity
Commissioner of Trademarks United States
and assigned Director
Patent and Trademark Office
600 Dulany Street
Alexandria, VA 22314,
Delivered by Certified Mail 7013 2250 0001 5792 8974

To Addressee(s)/Respondent(s)

**USPTO Appeal Board, All Officers/Judges/Commissioners/Employees
In Official Capacity and in Individual Capacity
C/O Dawnmarie D. Sanok Attorney Advisor and**

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Denise M. DelGizzi Technical Program Manager
Office of the Deputy Commissioner
for Trademark Examination Policy
dawn-marie To Addressee(s)/Respondent(s)/anok@uspto.gov
571-272-9577 (O)
Delivered by Certified Mail 7013 2250 0001 5792 8981

To Addressee(s)/Respondent(s)/Debtor:
TOBY ELLEN BULLOFF, Esquire, in Official capacity and
Toby Ellen Bulloff in individual capacity
Examining Attorney for the United States
Patent and trademark Office
Law Office 119, 600 Dulany Street
Alexandria, VA 22314
(571) 270-1531
toby.bulloff@uspto.gov
Delivered by First Class Mail

OPPOSING PARTY

To Addressee(s)/Respondent(s)/Debtor:
Mir Innovations, Inc. CORPORATION TEXAS
GREG CLARK Executive Officer, official capacity
And, Greg Clark, individual capacity
534 CONTINENTAL DRIVE, LEWISVILLE TX 75067,
And, Greg Clark CEO Alpha Men's Edge Nutrition, Inc.
2701 Little Elm Pkwy Ste 100 #527 Little Elm, TX 75068 and 534 CONTINENTAL
DRIVE, LEWISVILLE TX 75067, Delivered by First Class Mail

Re: Bio Corp Trademark U. S. APPLICATION SERIAL NUMBER:
85/819575, Contract Offer Letter from Denise M. DelGizzi dated
April 6, 2015, referring to "Applicant's communication" filed March
23, 2015, which was in fact a "NOTICE OF AND APPEAL BY
AFFIDAVIT OF MARSHALL-EDWARD: MIKELS, AND
SUPPLEMENT TO APPEAL DELIVERED 10/03/14 FILED ON
10/04/14" the subject "APPEAL BY AFFIDAVIT & SUPPLEMENT"
was executed on 03-17-2015 and delivered to the USPTO on
03/19/2015 by UPS 1Z6F90640152746087 THEREFORE FILED BY
DELIVERY 03/19/2015

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Re: Bio Corp Trademark U. S. APPLICATION SERIAL NUMBER: 85/819575, NOTICE: LETTER OFFICE ACTION BY: TOBY E. BULLOFF DATED 01-16-2015. REQUEST FOR RECONSIDERATION DENIED, previously REMANDED TO APPEAL: C/O Dawnmarie D. Sanok DATED 11/21/2014

Re: Bio Corp Trademark U. S. APPLICATION SERIAL NUMBER: 85/819575, NOTICE: APPLICATION ABANDONED BY: Toby E. Bulloff DATED 11-21-2014. AND, PETITION TO DIRECTOR, DISMISSED, and REMANDED TO APPEAL BY: Dawnmarie D. Sanok DATED 11/21/2014

Re: NOTICE OF NON-CONSENT TO "NOTICE: APPLICATION ABANDONED" VOIDING AND WITHOUT EFFECT "PETITION TO DIRECTOR DISMISSED" dated 11/21/2014

AFFIDAVIT

"Indeed, no more than affidavits are necessary to make the prima facie case." United States v. Kis, 658 F.2d, 526, 536 (7th Cir. 1981); Cert. Denied, 50 U.S. L. W. 2169; S. Ct. March 22, 1982

1. TO ALL CONCERNED the undersigned Affiant, Marshall-Edward: Mikels, does solemnly swear, declare and state as follows:
2. Affiant is competent to state the matters set forth herein.
3. Affiant has personal knowledge of the facts stated herein.
4. Those matters not within the personal knowledge of Affiant or law are based upon information, belief and public record.
5. All the facts herein are true, correct and complete, admissible as evidence and if called upon as a witness, Affiant will testify to their veracity.

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6. The Respondent(s)/Debtor(s) agree with Marshall-Edward: Mikels' aforementioned claims and the following.

7. I Marshall-Edward: Mikels have indefeasible title to my land and I am the lawful owner of the landed estate known as MARSHALL EDWARD MIKELS, including all versions/combinations of the all cap entity and owner of its trusts, bonds, real property and interest and is the Authorized Representative for MARSHALL MIKELS ***-**-8951, for Bio Corp, a Delaware corporation and a real party in interest.

8. In any matter in state or federal court, Marshall-Edward: Mikels will appear as an officer and the Authorized Representative for BIO CORP/Bio Corp under FRCP, Rule 17, and under Delaware Supreme Court Rule 57 as referenced below.

9. I make this Affidavit in support of this Presentment and Appeal Judgment.

10. In any matter in State or Federal Court, Department, Office or Agency Marshall-Edward: Mikels will make a Special Attendance Rogatory as one of the sovereign People of the United States of America with all power and authority inherently retained and is the Authorized Representative for Bio Corp and MARSHALL EDWARD MIKELS and will respond for the claimant(s) without relinquishing any unalienable private sovereignty Right hereby and previously exercised and claimed by the Affiant. Affiant will not assume any obligation for MARSHALL EDWARD MIKELS or any combination of the all CAP entity without the right to setoff from its assets claimed and owned by Marshall-Edward: Mikels.

In addition, the Respondent(s)/Debtor(s) agree Affiant shall have the authority and power to

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issue a Writ of Mandamus as a Superior Court of Record to compel action or performance of the lower state and federal courts referenced previously and herein in this or any matter in connection therewith.

11. All of the filings, applications and registrations in this matter are incorporated herein for all purposes by this reference.

12. The following Claims by Affiant have been establish as fact by the Addressee(s)/Respondent(s)/Debtor(s)'s non-response to the Presentments referenced herein including the "NOTICE OF AND APPEAL BY AFFIDAVIT OF MARSHALL-EDWARD: MIKELS, AND SUPPLEMENT TO APPEAL DATED 03/17/2015" and the original Appeal delivered 10/03/14 filed on 10/04/14, resulting in Default in Dishonor and Security Agreement that the Addressee(s)/Respondent(s) are subject to and by non-response to the Affiant's Presentments in the subject Appeal. Therefore, the Addressee(s)/ Respondent(s) and the USPTO Trademark Trial and Appeal Board and their/its officers are subject to an Appeal Judgment and Mandate in favor of Affiant and Bio Corp, that establishes all of the Affiant's and Bio Corp's claims as factual and valid and conversely all the Office Actions of Toby Ellen Bulloff and others, the Appeal proceedings and dismissal letter/notice mailed June 17, 2015 is determined to be void, unlawful, without effect and moot. The above referenced Mandate/MANDATE of this Court of Record Appeal will be final twenty one days from the mailing of this NOTICE

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upon the Addressee(s)/Respondent(s)/Debtor(s) failure to show lawful cause why this Judgment and Mandate should not be made final and enforced.

**THE USPTO NOTICE OF APPEAL DISMISSAL MAILED ON JUNE 17, 2015 IS
RETURNED CANCELLED BY AFFIANT'S NON-CONSENT TO CONTRACT
OFFER, VOID AND WITHOUT EFFECT**

13. TO ALL CONCERNED, on June 17, 2015 Affiant Marshall-Edward Mikels received an email at biocorp@nctv.com from the USPTO which was a contract offer Letter/Notice mailed on June 17, 2015 in reference to Appeal of prior office actions by examining attorney Toby Ellen Bulloff and the denial of registration of Bio Corp's Trademark Application Serial No. 85819575, which notice read *"By the Trademark Trial and Appeal Board: Applicant appealed from the decision of the Trademark Examining Attorney refusing registration, but did not file a brief withing the time set therefor in the Board's April 6, 2015 order. The appeal in the above-entitled application is therefore dismissed. See: Trademark Rule 2.142(b)."* is hereby returned with Affiant's and Bio Corp's non-consent to contract offer, void, unlawful and without effect with the hand written NOTICE : RECEIVED ON 06/17/15 AND RETURNED ON 06/18/15 WITH CANCELLATION BY NON-CONSENT TO CONTRACT OFFER, VOID, UNLAWFUL AND WITHOUT EFFECT. ADDRESSEE(S)/RESPONDENT(S) ARE SUBJECT TO APPEAL JUDGMENT AND MANDATE IN FAVOR OF APPELLANT BIO CORP AND AFFIANT CONFIRMING THEIR/ITS CLAIMS AND SUBJECTING ADDRESSEE(S)/RESPONDENT(S) TO A SECURITY AGREEMENT THAT

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SECURES ALL LIABILITIES AND DAMAGES DUE APPELLANT BIO CORP AND AFFIANT. ALL RIGHTS RESERVED UNDER CONTRACT, UCC AND U.S. CONTITUTION TO THE ORIGINAL 13th AMENDMENT AND NONE THEREAFTER, Marshall-Edward: Mikels. See, the returned cancelled “dismissed” notice incorporated herein by this reference and attached hereto as **Exhibit 1**.

**ESTABLISHED CLAIM
THE FILING OF THE APPEAL BY AFFIDAVIT WAS DONE ON 10/04/14 AND
THE APPEAL/AFFIDAVIT/SUPPLEMENT WAS DONE ON 03/19/2015**

14. TO ALL CONCERNED, be informed that Affiant Marshall-Edward Mikels received an email at biocorp@nctv.com on 04/07/2015 which was a contract offer Letter from Denise M. DelGizzi dated April 6, 2015, that referred to “Applicant’s communication” filed March 23, 2015, which “communication” was in fact a “*NOTICE OF AND APPEAL BY AFFIDAVIT OF MARSHALL-EDWARD: MIKELS, AND SUPPLEMENT TO APPEAL*” and is the subject “APPEAL BY AFFIDAVIT” that was executed on 03-17-2015 and delivered to the USPTO, Madison East, Concourse Level Room C 55, 600 Dulany Street, Alexandria, VA 22314 on 03/19/2015 by UPS 1Z6F90640152746087, therefore it was filed on delivery 03/19/2015 and not on 03/23/2015 as offered in the above referenced Denise M. DelGizzi’s Letter. The original Appeal by Affidavit had been previously delivered 10/03/14 filed on 10/04/14.

Please make that correction to your records and unless the USPTO rebuts the Appeal Affidavit filing date of 03/19/2015 with an affidavit by a person with first hand

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knowledge signed in ink under perant of perjury it will be agreed as stated by Default of the USPTO. See, the UPS Next Day Air delivery confirmation for 1Z6F90640152746087 incorporated therein by reference and attached thereto as Exhibit 1.

**ESTABLISHED CLAIM
NON-CONSENT TO THE USPTO CONTRACT OFFER LETTER BY DENISE
M. DELGIZZI DATED APRIL 6, 2015, RETURNED CANCELLED, VOID,
UNLAWFUL AND WITHOUT EFFECT**

15. The DelGizzi Letter referenced above read:

“ Applicant’s communication, filed March 23, 2015, is noted. In the affidavit which is part of the filing Mr. Mikels states that he was unable to receive any mail or notice from the Patent and Trademark Office from January 6, 2015 until February 16, 2015. In view thereof, Applicant is allowed until June 6, 2015 in which to file its appeal brief, in accordance with Trademark Rule 2.142(b)(1). ”

Affiant and Bio Corp interpret this Letter to be an offer to contract accepting the late filing of the Appeal/Supplement on “March 23, 2015” that was due for filing on March 22, 2015 and acceptance of the Trademark Rules and jurisdiction by accepting “2.142(b)(1)” thereby agreeing to the “Rules” and jurisdiction that could be used to supersede the Supreme Law of the United States Constitution including Amendments to the original 13th and none thereafter. Article 1, Section 10 states: “No State shall make any... Law impairing the Obligation of Contracts”, which provides a way to circumvent the Constitution by contract. And the letter contract offer could be used as a renegotiation

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of the Court of Record Default Judgment Security Agreement Claim #0296, dated May 27, 2014.that the Addressee(s)/ Respondent(s)/Debtor(s) are subject to. Therefore, Affiant and Bio Corp do not consent to the contract offer and return it with the hand written NOTICE: "RECEIVED ON 04/07/15 AND RETURNED ON 04/07/15 WITH NON-CONSENT TO CONTRACT OFFER, VOID, UNLAWFUL AND WITHOUT EFFECT. APPEAL/SUPPLEMENT DATED 03/17/2015 WAS FILED ON 03/19/2015 UPON ITS DELIVERY TO THE USPTO AND THE ADDRESSEE(S)/RESPONDENT(S)/ DEBTOR(S) ARE SUBJECT TO A COURT OF RECORD DEFAULT JUDGMENT/ SECURITY AGREEMENT CLAIM #0296, DATED MAY 27,2014 AND SUBJECT TO THEIR OATH OF OFFICE, THE U.S. CONSTITUTION AND AMENDMENTS UP TO AND INCLUDING THE ORIGINAL 13th AMENDMENT AND NONE THEREAFTER, THAT NULLIFIES ALL OF THE OFFICE ACTIONS OF THE EXAMINING ATTORNEY TOBY ELLEN BULLOFF, APPROVES THE BIO CORP TRADEMARK APPLICATION 85819575, RETROACTIVELY, CANCELS AND VOIDS THE MIR INNOVATIONS INC. TRADEMARK APPLICATION/REGISTRATION NUMBER 4332952 AND SUBJECTS THE ADDRESSEE(S)/RESPONDENT(S)/DEBTOR(S) TO THE CLAIMS, DAMAGES AND LIABILITIES CONTAINED IN CLAIM #0296, DATED MAY 27, 2014 AND ANY SUBSEQUENT INVOICE. ALL RIGHTS RESERVED UNDER CONTRACT, UNITED STATES CONSTITUTION TRUST AND U.C.C. BY:

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Marshall-Edward: Mikels. See, the return subject Letter contract offer incorporated therein by reference and attached thereto as Exhibit 2.

**ESTABLISHED CLAIM
PREVIOUS USPTO OFFICE ACTIONS ARE VOIDED AND CANCELLED BY
SUPREME LAW**

16. On 02/16/2015 Affiant went th the USPTO's website case file for the Exparte Appeal of Serial number 8581975 and noticed the subject office action by TOBY ELLEN BULLOFF, Esquire, examining attorney in the above referenced U.S. Trademark Application No. 85819575 entitled "*REQUEST FOR RECONSIDERATION DENIED*" and the "PROCEEDINGS RESUMED" by Nicole Their, Paralegal Specialist: dated filed 01/09/15 and mailed on 01/22/15 that states:

" In view of the decision by the Trademark Examining Attorney on January 16, 2015, the appeal is resumed; and applicant is allowed until sixty days from the mailing date hereof in which to file its brief herein. A request for an oral hearing, if desired, must be made not later than ten days after the due date for applicant's reply brief. "

17. The most recent "*OFFICE ACTION BY: Toby E. Bulloff DATED 01-16-2015. REQUEST FOR RECONSIDERATION DENIED*". was returned with Affiant's and Bio Corp's non-consent to contract offer of "*REQUEST FOR RECONSIDERATION DENIED dated 01/16/2015*", which voids it and renders it unlawful and without effect. The returned "*REQUEST FOR RECONSIDERATION DENIED dated 01/16/2015*" was

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returned with the following handwritten Notice: "AFFIDAVIT" applicable to all pages 1 through 5

RECEIVED ON 02-16-2015 AND RETURNED ON 02-17-15 CANCELLED BY NON-CONSENT TO CONTRACT OFFER OF THE" USPTO " "OFFICE ACTION (OFFICIAL LETTER) "REQUEST FOR RECONSIDERATION DENIED, ISSUE MAILING DATE: 01/16/2015" "U.S. APPLICATION SERIAL NO. 85819575" BY: TOBY E. BULLOFF IS CANCELLED WITHIN 3 DAYS OF RECEIPT AND IS VOID, UNLAWFUL AND WITHOUT EFFECT ON APPEAL OR OTHER. USPTO AND ADDRESSEE(S)/RESPONDENT(S)/DEBTOR(S) ARE SUBJECT TO A DEFAULT IN DISHONOR AND SECURITY AGREEMENT CLAIM #0296, DATED MAY 27,2014 AND SUBJECT TO THEIR OATH OF OFFICE, THE U.S. CONSTITUTION UP TO AND INCLUDING THE ORIGINAL 13TH AMENDMENT. ALL RIGHTS RESERVED U.C.C. AND CONSTITUTION BY: Marshall-Edward: Mikels". See, the returned "*REQUEST FOR RECONSIDERATION DENIED dated 01/16/2015*" by Toby E. Bulloff incorporated herein by this reference and attached to the previous filing as Exhibit 1.

APPEAL IS PENDING PER THE 11/21/2014 Dawnmarie D. Sanok Attorney Advisor Office of the Deputy Commissioner:

1. *Letter of 11/21/2014 Dawnmarie D. Sanok The file will be remanded to the TTAB to consider the October 4, 2014 paperwork as a timely filed notice of appeal to the final Office action issued on April 4, 2014. In accordance with TTAB normal procedures, the TTAB will institute the appeal and process it in accordance with the TTAB practices and procedures.* And the letter "*by Nicole Thier, Paralegal Specialist: dated filed 01/09/15*"
2. Any request for reconsideration is not an offer by Bio Corp or Marshall Edward: Mikels for acceptance by the USPTO or for Toby E. Bulloff. the "request for reconsideration denied" is void by non-consent to the contract offer and is unlawful and without effect on the appeal, the existing Default in Dishonor Court of Record Judgment and Security Agreement Claim #0296 or other.
3. The BIO CORP/Bio Corp Mikels' Petition/Appeal/Affidavit was filed on 10-04-2014.
4. The parties are subject to "Default Judgment notice of final Default in Dishonor Affidavit of entry into commercial contract, liability and Security Agreement Claim #0296, dated May 27, 2014.

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5. The Appeal is an offer to reduce the Addressee(s)/Respondent(s)/Debtor(s) liabilities under the Security Agreement Claim #0296.

6. The Appeal does not re-open the Court of Record Default Judgment Contract and Security Agreement Claim #0296.

7. The Court of Record Default Judgment and Security Agreement Claim #0296 approves the Bio Corp/BIO CORP Trademark Application No. 85/819575 and retroactively voids the Mir Innovations Inc. Trademark Application/ Registration Number 4332952 automatically as function of Supreme Law which supersedes any USPTO Law, Rule, Statute, Case law of other basis.

18. The reasoning by Bulloff for issuing the office action of 11/21/14 is:

“The trademark examining attorney has carefully reviewed applicant’s request for reconsideration and is denying the request for the reasons stated below. See 37 C.F.R. §2.64(b); TMEP §§715.03(a)(2)(B), (a)(2)(E), 715.04(a). The refusal made final in the Office action dated April 4, 2014 and November 21, 2014 are maintained and continue to be final. See TMEP §§715.03(a)(2)(B), (a)(2)(E), 715.04(a). In the present case, applicant’s request has not resolved all the outstanding issue(s), nor does it raise a new issue or provide any new or compelling evidence with regard to the outstanding issue(s) in the final Office action. In addition, applicant’s analysis and arguments are not persuasive nor do they shed new light on the issues. In this case, both marks consists of a design of a stylized Vitruvian man, which is the famous Leonardo Da Vinci drawing of a naked man with arms and legs spread inside of a circle, showing the perfect proportions of the human figure against geometry. See the previously attached information from www.wikipedia.org. There are only slight differences in applicant’s mark and the cited mark, namely, that the cited mark has its Vitruvian man flexing its biceps. But at first or quick glance, the marks look highly similar as pencil-type drawings inspired by the Da Vinci drawing. Both drawings show the Vitruvian man with the same facial features and hair, torso, legs spread apart and together at the same angles. Also, both marks contain the circular and square borders intersecting at the same points. The only difference is that applicant’s mark is a precise copy of the Da Vinci artwork with the arms stretched out to the square’s borders, while registrant’s mark shows the man flexing its arm muscles. Noting how small both of these logos are likely to be depicted on packaging for dietary supplements, and indeed, how small the drawing is shown on applicant’s and registrant’s specimens, the small differences between the marks become even less significant. The examining attorney disagrees with applicant’s characterization of the cited mark as a “significantly altered” version of the Vitruvian man. Even if potential

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purchasers realize the apparent differences between the marks, they could still reasonably assume, due to the overall similarities in sound, appearance, connotation, and commercial impression in the respective marks, that applicant's goods sold under the Vitruvian man design constitute a new or additional product line from the same source as the goods sold under the "Flexing" Vitruvian man design with which they are acquainted or familiar, and that applicant's design is merely a variation of the above. This could be especially true if applicant's line of supplements includes certain products for muscle growth and enhancement and products for other purposes, and would use the "Flexing" Vitruvian man to denote its muscle growth supplements and its "regular" Vitruvian man for its other purposes unrelated to muscle strength and development. See, e.g. SMS, Inc. v. Byn-Mar Inc. 228 USPQ 219, 220 (TTAB 1985) (applicant's marks ALSO ANDREA and ANDREA SPORT were "likely to evoke an association by consumers with opposer's preexisting mark [ANDREA SIMONE] for its established line of clothing. "). Applicant's arguments relating to its ownership of the same mark for the same goods (Reg. No. 2964648) are unpersuasive, as this registration was cancelled prior to applicant's filing for the current application. It should also be noted that the examining attorney assigned to Serial No. 85670760, (which is now Reg. No. 4332952) searched the register for conflicting marks on October 27, 2012, a month after applicant's prior registration had been cancelled. Therefore, applicant's prior registration would never have appeared on the register as a potentially conflicting cite likely to cause confusion. Applicant's prior registration containing the same design mark, scaled down to accommodate the dominant wording NATURAL YOUTH FORMULA I, No. 2068276 did co-exist on the register with the cited registration; however, the additional wording in the mark was likely sufficient to distinguish its mark from the cited registration. Regardless, prior decisions and actions of other trademark examining attorneys in registering other marks have little evidentiary value and are not binding upon the USPTO or the Trademark Trial and Appeal Board. TMEP §1207.01(d)(vi); see In re Midwest Gaming & Entm't LLC, 106 USPQ2d 1163, 1165 n.3 (TTAB 2013) (citing In re Nett Designs, Inc., 236 F.3d 1339, 1342, 57 USPQ2d 1564, 1566 (Fed. Cir. 2001)). Each case is decided on its own facts, and each mark stands on its own merits. See AMF Inc. v. Am. Leisure Prods., Inc., 474 F.2d 1403, 1406, 177 USPQ 268, 269 (C.C.P.A. 1973); In re Binion 93 USPQ2d 1531, 1536 (TTAB 2009).

Accordingly, the request is denied.

The filing of a request for reconsideration does not extend the time for filing a proper response to a final Office action or an appeal with the Trademark Trial and Appeal Board (Board), which runs from the date the final Office action was issued/mailed. See 37 C.F.R. §2.64(b); TMEP §715.03, (a)(2)(B), (a)(2)(E), (c).

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If time remains in the six-month response period to the final Office action, applicant has the remainder of the response period to comply with and/or overcome any outstanding final requirement(s) and/or refusal(s) and/or to file an appeal with the Board. TMEP §715.03(a)(2)(B), (c). However, if applicant has already filed a timely notice of appeal with the Board, the Board will be notified to resume the appeal. See TMEP §715.04(a). “

Bio Corp and Affiant do not consent to Bulloff’s “REQUEST FOR RECONSIDERATION DENIED” which voids the actions and reasons referenced above by timely non-consent recorded with the 72 hour period therefore the Bulloff office action is void, unlawful and without effect.

**ESTABLISHED CLAIM
THE EXISTING CONTRACT AND THE SUPREME LAW OF THE U.S.
CONSTITUTION TRUST APPROVE THE BIO CORP TRADEMARK
APPLICATION AND VOID THE MIR INNOVATIONS INC. REGISTRATION**

19. Bio Corp and Affiant Mikels stand on the Supreme Law of the U.S. Constitution/Trust and the referenced Security Agreement Claim #0296 dated May 27, 2014 to protect the property Rights of the Bio Corp and Mikels’ Trademark(s) property/Rights which supersede any U.S. Code, including the U.S. Codes, Statutes, Case opinion, Trademark Rule, Rule or other basis cited by Bulloff. These U.S. Codes, Statutes, Case opinion, Trademark Rule or other only have the force of law if they are agreed to by Bio Corp/Mikels and no agreement has been made expressly or otherwise by Mikels or Bio Corp to give these Codes, Case Laws or Rules the force of law. The supremacy clause of the Constitution nullifies any law made by Congress that conflicts

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with the Constitution. Therefore, Article 1, Section 10 of the Constitution prohibits any impairment of contract: “*No State shallpass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility.* (I-9-3 and I-10) Protection against piracy (I-8-10) trademark property Rights are protected by (I-8-8) And, the parties are subject to the Security Agreement Contract Claim #0296, dated May 27, 2014 referenced herein and the U.S. Constitution which is another binding trust contract the officers of the USPTO are fiduciaries to. Also, the original 13th Amendment prohibits any Esquire attorney from holding public office, which would include any contract to represent the USPTO as an examining attorney of behalf of the USPTO or a Deputy Commissioner of the USPTO, therefore, any argument, reasoning or decision by a BAR Esquire attorney or Trademark Rules, Statute, Code, Case Law/opinion or other device must be voided as a matter of Supreme Law. These established facts stand as undisputed truth.

20. The other issue that provides established fact for the registration of the Bio Corp Application No. 85/819575 is the fact that the Mir Innovations Inc./Alpha Men’s Edge Nutrition Application/Registration Number 4332952 conflicts and has a likelihood of confusion with a preexisting Trademark of Bio Corp Registration No. 2068276 currently active in use since 1991-1992. So, the Mir Innovations Inc. Registration Number 4332952 should have never been approved for registration in the first place. And, Bulloff’s reasoning that:

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“Applicant’s prior registration containing the same design mark, scaled down to accommodate the dominant wording NATURAL YOUTH FORMULA I, No. 2068276 did co-exist on the register with the cited registration; however, the additional wording in the mark was likely sufficient to distinguish its mark from the cited registration. Regardless, prior decisions and actions of other trademark examining attorneys in registering other marks have little evidentiary value and are not binding upon the USPTO or the Trademark Trial and Appeal Board.”

Citations that are voided by non-consent, the obligations of the Addressee(s)/Respondent(s)/Debtor(s) to existing Security Agreement Claim #0296 referenced and the Constitution’s Supreme Law and therefore Toby Ellen Bulloff’s Citations are non-applicable:

TMEP §1207.01(d)(vi); see In re Midwest Gaming & Entm’t LLC, 106 USPQ2d 1163, 1165 n.3 (TTAB 2013) (citing In re Nett Designs, Inc., 236 F.3d 1339, 1342, 57 USPQ2d 1564, 1566 (Fed. Cir. 2001)). Each case is decided on its own facts, and each mark stands on its own merits. See AMF Inc. v. Am. Leisure Prods., Inc., 474 F.2d 1403, 1406, 177 USPQ 268, 269 (C.C.P.A. 1973); In re Binion 93 USPQ2d 1531, 1536 (TTAB 2009).

The above reasoning and citations used by Bulloff are voided and without effect due to her nonsense utilized, the Mikels’ non-consent to the contract offer, the original 13th Amendment, the Constitution’s Supreme laws partially cited above that nullify any case opinion, code, rule or other device that conflicts with the Rights protections referenced in the Constitution and the Default in Dishonor Court of Record Default Judgment and Security Agreement Bulloff, the USPTO and the other Addressee(s)/Respondent(s)/Debtor(s) are subject to which is res judicata.

22. Therefore, it appears that the USPTO in Bulloff’s actions are in violation of the Security Agreement for failure or refusal to correct a mistake they/it made in the approval

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of the Mir Innovations Inc. Registration Number 4332952 at the detriment and damage to Bio Corp and Affiant. Therefore, any reasoning or U.S. Codes used by the USPTO as a basis for the denial of Bio Corp's Application because it has a likelihood of confusion with the Mir Innovations Inc. Registration is obviously wrong and cannot withstand any reasonable analysis, fact, the Supreme Law and the existing Default in Dishonor Judgment and Security Agreement the parties are subject to. This Appeal by Affidavit is Bio Corp and Mikels' good faith offer to reduce the existing liability of the USPTO and the Addressee(s)/Respondent(s)/Debtor(s).

THEREFORE, for the above stated reasons the Bulloff "*REQUEST FOR RECONSIDERATION DENIED*" dated 01-16-2015 is returned with no consent to contract offer, void and without effect. And, Affiant has filed the Appeal/Affidavit and Supplement brief within the time schedule referenced in the "PROCEEDINGS RESUMED" by Nicole Thier, Paralegal Specialist: dated filed 01/09/15 and mailed on 01/22/15 (which the Affiant has not received by mail to date) that states: sixty days from 01/22/15 to file the brief which is the Appeal Affidavit in this case.

The Affiant and Bio Corp do not relinquish any Rights by filing any Appeal and any filing of an Appeal is not an offer to re-contract and does not affect the existing obligations of the parties under the Default Judgment and Security Agreement CLAIM #0296, dated May 27, 2014. The Appeal is made in a good faith effort to correct the

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mistake of the USPTO and to curtail damages to Bio Corp and Affiant and additional liabilities to the USPTO and the Addressee(s)/Respondent(s)/Debtor(s).

**TIME TO RESPOND
OR DEFAULT TO ACKNOWLEDGEMENT OF THIS APPEAL JUDGMENT
AND MANDATE AFFIRMING THE BIO CORP/MIKELS' ESTABLISHED
FACTS, CLAIMS AND REGISTRATION OF TRADEMARK**

23. **The time provided to respond is Twenty (21) Days from the mailing date of this NOTICE**, if more time is needed additional time may be granted upon the Addressee(s)/Respondent(s) written request within the time provided. Any response received after the time provided will be considered a non-response and result in a default in dishonor and an admission to the un-rebutted facts left standing in the Affidavit of Marshall-Edward: Mikels and this Appeal Judgment/Mandate not responded to by Addressee(s)/Respondent(s)/ or Debtor(s). Upon a Default the Addressee(s)/ Respondent(s) and Debtor(s) will be bound by the referenced Security Agreement by their non-response, acquiescence, silence and admission to the un-rebutted facts and claims of the Mikels' Affidavit left standing and by this Appeal Judgment and assume all obligation for the USPTO's Registration of the Bio Corp Trademark Application No. 85/819575 and the retroactive cancellation and voiding of the Mir Innovations Inc./Alpha Men's Edge Nutrition Application/Registration Number 4332952 and assume all liability for the Affiant's claims, violation of their/its fiduciary duty, responsibility, fraud, breach of public trust, contract, law violation, Rights violation, monetary or property loss,

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damage caused, recovery cost, cost of defense, collection and any other applicable charge. See, what constitutes a valid response below.

**RESPOND OR DEFAULT TO ADMISSION TO FACTS, THIS APPEAL
JUDGMENT AND AFFIANT'S CLAIMS LEFT STANDING, SECURITY
AGREEMENT AND LIABILITY**

24. **RESPONDENT'S FAILURE OR REFUSAL TO RESPOND** or to provide the Proof of Claims or rebuttal of Claims in the time period provided herein will result in a Default in Dishonor and admission to the facts stated herein in this Affidavit and acknowledgement and agreement to this Appeal Judgment and Mandate and all Addressee(s)/Respondent(s), Debtor(s) and others in connection with this matter either past, present or future will inter into a commercial contract and Security Agreement referenced herein by their default, silence, acquiescence and subject to private agreement, admiralty and commercial law under the Uniform Commercial Code, the Postmaster of this document(s) and the Universal Postal Union. If facts left standing in this Affidavit or previous Affidavit(s) establish the USPTO or the UNITED STATES is operating as a private for profit corporation, third party debt collector or if officials have violated their Oath of office then they are subject to no immunity from claims for loss, Rights violations, law violations and damages as a result of the Addressee(s)/Respondent(s), Debtor(s) and others actions.

A DEFAULT IN DISHONOR IS A COURT OF RECORD JUDGMENT

25. A Default in Dishonor is a court of record judgment based on the un-rebutted

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Affidavit of Marshall-Edward: Mikels in which the Addressee(s)/Respondent(s) let stand the facts, points, statements and evidence presented in this Affidavit and any other un-rebutted Affidavit stand as undisputed fact, truth and final judgment. A Default in Dishonor will result in a right to file a claim for collection of debt, monetary or property loss, for the return of any beneficial interest in any trust, unclaimed or abandoned property, credit due, interest, damages suffered, time and cost of defense and collection as a result of the actions by the judgment Debtors/Addressee(s)/Respondent(s). And, the stipulation of Addressee(s)/Respondent(s)/Debtor(s) to a self-executing power of attorney to Affiant to execute a Security Agreement on their/its behalf as their/its agent and sign by accommodation under UCC § 3-419 or other provision of U.C.C. to exercise the right to record a lien and Security Agreement to secure any remedy, debt, property, relief or claim due under the Security Agreement entered into by novation, non-response and default of the Addressee(s)/Respondent(s)/Debtor(s), see the "NOTICE OF FEE SCHEDULE, JURISDICTION UNDER THE CONTRACT, COMMERCIAL LAW U.C.C POSTMASTER AND UNIVERSAL POSTAL UNION Notice to Agent is Notice to Principal; Notice to Principal is Notice to Agent" for details of fees, liability and security against judgment debtor(s) incorporated herein by this reference and attached to the Court of Record Default Judgment Security Agreement Claim #0296, dated May 27, 2014 as Exhibit 1

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26. To verify any response to this 1st Presentment Notice of Conditional Acceptance for Value and Request for Proof of Claims please deliver the response to Notary, Stacey L. Mack, 205 Mount Shasta Blvd., Suite 400, Mount Shasta CA 96067.

NOTE: any court order, document or notice issued by the USPTO, contract entity or a court without an affidavit response to the Proof of Claims or Claims requested or stated herein and signed under penalty of perjury by an authorized representative or official with personal first hand knowledge, or delivered after the time provided for, will be considered a non-response to this NOTICE Presentment and a default in dishonor will result.

**ANY PROOF OF CLAIM NOT RESPONDED TO WILL ESTABLISH FACT OF
AN ADMISSION OF NON-EXISTENT PROOF, FAILURE TO PROVE THE
CLAIM AND ESTABLISH THE UN-REBUTTED FACTS IN THIS AFFIDAVIT
AS THE TRUTH**

27. The Addressee(s)/Respondent(s) and Debtor(s) are hereby informed that if any of the above stated request for Proof of Claims or Claim are not responded to or rebutted, or is vague, incomplete, evasive or not in compliance with the stated law contained in the Contract formed by the referenced Presentments and the United States of America Constitution, Bill of Rights, Declaration of Independence or other Treaties (not civil law, statute, rule, code or ordinance created after the ratification of the original 13th Amendment December 9, 1812) it will constitute a non-response and will be established as a fact of an admission that no proof exists that can used as a factual and true response.

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Please respond with an affidavit by an authorized representative with first hand personal knowledge signed in ink under penalty of perjury within Thirty (30) Days from the mailing of this Notice/Presentment. Upon Default an automatic grace period of Seven (7) Days will be granted after which a Court of Record Default Judgment in the Appeal will issue as part of the referenced Security Agreement and take effect on the Addressee(s)/Respondent(s)?Debtor(s) without further NOTICE.

28. **WHEREAS**, this Court of Record has been conducted this day by the supreme authority of the People of the United States of America derived from their unalienable Rights that are inherent from the Creator, by Presentment of Affidavit sworn under penalty of perjury to the facts and evidence contained therein, none higher in authority, which will be established by affidavit un-rebutted and therefore the facts and evidence will stand as the truth and form this Judgment in this Court of Record Appeal which cannot be reviewed by any court and is not subject to impairment under Article 1 Section 10 of the Constitution for the United States of America 1787-1789, the Bill of Rights and the Declaration of Independence 1776 which the officers of this USPTO and United States court have taken an Oath as a fiduciary to uphold the People's Trust.

29. **WHEREFORE**, Judgment has be made this day by honorable Presentment and Affidavit of Marshall-Edward: Mikels that has not been responded to by the opposing parties, judges and officers referenced, by affidavit as prescribed herein and any counter offer that has been rescinded and cancelled by non-consent of Mikels and therefore, if not

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responded to by the Addressee(s)/Respondent(s) and Debtor(s) will be final and in favor of Marshall-Edward: Mikels, owner and beneficiary of MARSHALL E. MIKELS and its trusts, property, notes and/or Bio Corp or other assets as prescribed in the aforementioned facts, finding and Security Agreement and this matter will be concluded and final on the twenty first day from this mailing and the judge(s), clerks and officials will be determined to be disqualified by void oath nunc pro tunc.

30. **KNOW THAT**, this is an Appeal Judgment and Mandate by Affidavit of Marshall-Edward: Mikels and Bio Corp for Proof of Claims or rebuttal of Claims by the USPTO, it's Officers or contractors and any ALL CAP versions, for acknowledgement of established facts comprising res judicata, therefore the date for final resolution by Affidavit brief has been set herein by this NOTICE.

potestatem omnis courts



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IN WITNESS WHEREOF I hereunto set my hand and seal on this 18th day of June 2015,
and hereby certify, swear and affirm under the law of this contract, commercial law U. C.
C., the Supreme law of the Constitution for the United States of America, the Bill of
Rights, the Declaration of Independence and other Treaties of the United States of
America and the state of California Republic that all the statements made above are true,
correct and complete based on my personal knowledge, information and belief.

All Rights Reserved Without Prejudice, Under Reserve U. C. C.

Date: 06-18-2015 Affiant: Marshall-Edward Mikels (Seal)
Marshall-Edward: Mikels, Secured Party/Creditor/Owner of the Claim and Trademark(s)
by Contract and Secured Party Interest in Bio Corp.
Marshall-Edward: Mikels, Secured Party/Creditor/Owner of the Landed Estate
MARSHALL EDWARD MIKELS / ***-**-8951 or other version of the all CAP entity
name and the Authorized Representative For: MARSHALL E. MIKELS, Under FRCP 17
(a)(F) and Bio Corp. The Original 13th Amendment to the Constitution of the United States
of America Prohibiting Esquires from Holding Public Office, to the Constitution of the
United States of America 1776-1787-1789, Treaties of the United States of America and
Postmaster of the document(s) by autographed stamp and seal affixed hereto and void where
prohibited by law.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the
document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

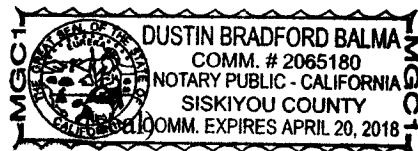
JURAT

State of California)
) ss:
County of Siskiyou)

Subscribed and sworn to (or affirmed) before me on this 18th day of June, 2015, by

Marshall Edward Mikels, proved to me on the basis of satisfactory
evidence to be the person who appeared before me.

Dustin Bradford Balma
Dustin Bradford Balma / NOTARY Signature



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EXHIBIT 1

RECEIVED
ON 06/17/15
AND RETURNED
ON 06/18/15 WITH
CONCURRENCE TO CONTRACT BY NOKIA
- CONSENT TO CONTRACT
WITHOUT EFFECT. UNLAWFUL AND
RESPONDENT IN FAVOR OF APPELLANT'S CLAIMS
AND AFFECTING CONFIDENTIALITY
AND SECURITY AND PATENT- ALL RIGHTS RESERVED
TO A SECURE AND AFFILIATE. U.S. CONSTITUTION
LIABILITIES AND AFFILIATE. U.S. CONSTITUTION
BIOCOMP AND AFFILIATE. U.S. CONSTITUTION
UNDER CONTRACT, IS THE AMENDMENT AND
TO THE ORIGINAL IS THE AMENDMENT AND
NONE THEREAFTER, - Edw. J. M. J.

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 451
Alexandria, VA 22313-1451
General Contact Number: 571-272-8500

Mailed: June 17, 2015

In re Bio Corp. a corporation organized
and existing under the laws of the State
of Delaware

Serial No. 35819575

Filed 1/9/2015

By the Trademark Trial and Appeal Board:

Applicant appealed from the decision of the Trademark Examining Attorney
refusing registration, but did not file a brief within the time set thereon in the
Board's April 2015 order. The appeal in the above entitled application is
therefore dismissed. See Trademark Rule 2.142(c).

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451
General Contact Number: 571-272-8500

nmt

Mailed: June 17, 2015

In re Bio Corp, a corporation organized
and existing under the laws of the State
of Delaware

Serial No. 85819575

Filed: 1/9/2013

By the Trademark Trial and Appeal Board:

Applicant appealed from the decision of the Trademark Examining Attorney refusing registration, but did not file a brief within the time set therefor in the Board's April 6, 2015 order. The appeal in the above-entitled application is therefore dismissed. See: Trademark Rule 2.142(b).

1 Marshall-Edward: Mikels, Secured
2 Party/Creditor/Owner of the Claim and
3 Trademark(s) by Contract and Secured Party
4 Interest in Bio Corp, and, Authorized
5 Representative For: MARSHALL E. MIKELS,
6 Under FRCP 17 (a)(F) and Bio Corp.
7 **Mailing Address:** Bio Corp,
3053 West Craig Road, Suite E-124
8 North Las Vegas, NV 89032 without U.S.
9 530-918-4162 biocorp@nctv.com

10 **PROOF OF SERVICE**

11 **UNITED STATES PATENT AND TRADEMARK OFFICE**

12 BIO CORP and MARSHALL E. MIKELS

13 Petitioner/Appellant

14 v.

15 UNITED STATES PATENT AND
16 TRADEMARK OFFICE,
17 MIR INNOVATIONS INC., GREG CLARK
18 And. ALPHA MEN'S EDGE NUTRITION, INC.

19 Respondent

APPLICATION SERIAL NO. 85819575

**NOTICE OF AND AFFIDAVIT OF NON-
CONSENT**

**VOIDING CONTRACT OFFER OF
THE UNITED STATES PATENT AND
TRADEMARK OFFICE**

"DISMISSAL NOTICE MAILED JUNE 17, 2015

UNSIGNED AND UN-NAMED

**U.S.P.T.O.'S TIME TO RESPOND OR
DEFAULT TO FINAL APPEAL MANDATE
AND**

SECURITY AGREEMENT

**Notice to Agent id Notice to Principal and Notice
to Principal is Notice to Agent
Delivered by Certified Mail**

**IN REF TO, APPEAL FOR REVERSAL OF FINAL
REFUSAL OFFICE ACTION AND
REGISTRATION OF U.S. APPLICATION SERIAL NO.
85819575.**

- 20
21
22
23 1. At the time of service I was over eighteen (18) years of age and not a party to this action.
24 2. My residence or business address is: : 610 Alder Street, Mount Shasta California Republic
25 (96067).
26 3. On June 18 , 2015, I served the following documents by U.S. mail:
27

**PROOF OF SERVICE OF NOTICE OF NON-CONSENT TO THE UNITED STATES PATENT AND TRADEMARK
OFFICE VOIDING CONTRACT OFFER OF "June 17, 2015 NOTICE OF "DISMISSED" DATED 06/17/2015
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IN REFERENCE TO:



Bio Corp's Trademark used since 1991 and claimed in use since April 15, 1992 in Registration Number 2964648. Renewal Application 85819575 filed on January 9th 2013, suspended by USPTO April 29th 2013, refused on May 13, 2013 on the basis of "likelihood of confusion" with Mir Innovations Inc.'s mark shown in Exhibit 3 and a copy of the Bio Corp prior trademark design used in its application 85819575 and the USPTO acknowledgement response attached to the 1st Presentment dated February 8, 2014 as Exhibit 2.

DOCUMENT(S) SERVED

APPLICATION SERIAL NO. 85819575

**NOTICE OF AND AFFIDAVIT OF NON-CONSENT
VOIDING CONTRACT OFFER OF
THE UNITED STATES PATENT AND TRADEMARK OFFICE
"DISMISSAL NOTICE MAILED JUNE 17, 2015 UNSIGNED AND UN-NAMED
U.S.P.T.O.'S TIME TO RESPOND OR DEFAULT TO FINAL APPEAL MANDATE AND
SECURITY AGREEMENT**

**Notice to Agent id Notice to Principal and Notice to Principal is Notice to Agent
Delivered by Certified Mail**

**IN REF TO, APPEAL FOR REVERSAL OF FINAL REFUSAL OFFICE ACTION AND
REGISTRATION OF U.S. APPLICATION SERIAL NO. 85819575.**

From: APPLICANT
BIO CORP. a Delaware Corporation
Bio Corp's Authorized Representative
Marshall-Edward: Mikels, Bio Corp,
3053 West Craig Road, Suite E-124
North Las Vegas, NV 89032 without U.S.
Delivered by respond to
Stacey L Mack [Notary Public]
205 Mount Shasta Blvd.,
Suite 400,
Mount Shasta CA 96067

Appeal Board
C/O Dawnmarie D. Sanok
Attorney Advisor and
Denise M. DelGizzi, Program Manager
Office of the Deputy Commissioner
for Trademark Examination Policy
dawn-marie.sanok@uspto.gov
571-272-9577 (O)
**Delivered by Certified Mail 7013 2250 0001 5792
8981**

To Addressee(s)/Respondent(s)/Debtor:
DEBORAH COHN, in Official capacity and
Deborah Cohn in individual capacity
Commissioner of Trademarks United States
and assigned Director
Patent and Trademark Office

**PROOF OF SERVICE OF NOTICE OF NON-CONSENT TO THE UNITED STATES PATENT AND TRADEMARK
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Bio Corp Trademark U. S. APPLICATION SERIAL NUMBER: 85/819575**

600 Dulany Street
Alexandria, VA 22314,
Delivered by Certified Mail 7013 2250 0001 5792 8974

To Addressee(s)/Respondent(s)/Debtor:
**TOBY ELLEN BULLOFF, Esquire, in Official capacity
and Toby Ellen Bulloff in individual capacity**
Examining Attorney for the United States
Patent and trademark Office
Law Office 119, 600 Dulany Street
Alexandria, VA 22314
(571) 270-1531
toby.bulloff@uspto.gov
Delivered by First Class Mail

OPPOSING PARTY

To Addressee(s)/Respondent(s)/Debtor:
**Mir Innovations, Inc. CORPORATION TEXAS
GREG CLARK Executive Officer, official capacity
And, Greg Clark, individual capacity**
534 CONTINENTAL DRIVE, LEWISVILLE TX
75067,
And, Greg Clark CEO Alpha Men's Edge Nutrition,
Inc.
2701 Little Elm Pkwy Ste 100 #527 Little Elm, TX
75068 and 534 CONTINENTAL DRIVE,
LEWISVILLE TX 75067,
Delivered by First Class Mail

4. I served the documents on the person or persons above, as follows:
Name of person served Respondent(s) referenced above:
5. Business or residence addresses where the person or persons were served as indicated above to the party, opposing parties, their attorney, or other.
6. By first class U.S. Mail delivery as shown above. I enclosed the documents in a sealed envelope or package addressed to the persons shown above, or in care of their attorney/agent above by depositing the sealed envelope or package with the U. S Postal Service, with the postage fully prepaid.

I declare under the penalty of perjury that the foregoing is true and correct on this 18th day of June 2015.

Declarant: By Uriel Bramah
Print Name Uriel Bramah

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Mikels
06-18-2015
USA

**NOTICE OF AND AFFIDAVIT OF NON-CONSENT
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"DISMISSAL NOTICE MAILED JUNE 17, 2015 UNSIGNED AND UN-NAMED
U.S.P.T.O.'S TIME TO RESPOND OR DEFAULT TO FINAL APPEAL
MANDATE AND SECURITY AGREEMENT
Notice to Agent id Notice to Principal and Notice to Principal is Notice to Agent
Delivered by Certified Mail**

June 18, 2015

From:

Bio Corp's Authorized Representative Marshall-Edward: Mikels,
BIO CORP, A CORPORATION ORGANIZED AND EX
3053 WEST CRAIG ROAD, SUITE E-124
NORTH LAS VEGAS, NV 89032
Delivered by respond to
Stacey L Mack [Notary Public]
205 Mount Shasta Blvd.,
Suite 400,
Mount Shasta CA 96067

To Addressee(s)/Respondent(s)/Debtor:

DEBORAH COHN, in Official capacity and Deborah Cohn in individual capacity
Commissioner of Trademarks United States
and assigned Director
Patent and Trademark Office
600 Dulany Street
Alexandria, VA 22314,
Delivered by Certified Mail 7013 2250 0001 5792 8974

To Addressee(s)/Respondent(s)

**USPTO Appeal Board, All Officers/Judges/Commissioners/Employees
In Official Capacity and in Individual Capacity
C/O Dawnmarie D. Sanok Attorney Advisor and**

NOTICE OF NON-CONSENT TO THE UNITED STATES PATENT AND TRADEMARK OFFICE
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Denise M. DelGizzi Technical Program Manager
Office of the Deputy Commissioner
for Trademark Examination Policy
dawn-marie To Addressee(s)/Respondent(s)/anok@uspto.gov
571-272-9577 (O)
Delivered by Certified Mail 7013 2250 0001 5792 8981

To Addressee(s)/Respondent(s)/Debtor:
TOBY ELLEN BULLOFF, Esquire, in Official capacity and
Toby Ellen Bulloff in individual capacity
Examining Attorney for the United States
Patent and trademark Office
Law Office 119, 600 Dulany Street
Alexandria, VA 22314
(571) 270-1531
tobv.bulloff@uspto.gov
Delivered by First Class Mail

OPPOSING PARTY

To Addressee(s)/Respondent(s)/Debtor:
Mir Innovations, Inc. CORPORATION TEXAS
GREG CLARK Executive Officer, official capacity
And, Greg Clark, individual capacity
534 CONTINENTAL DRIVE, LEWISVILLE TX 75067,
And, Greg Clark CEO Alpha Men's Edge Nutrition, Inc.
2701 Little Elm Pkwy Ste 100 #527 Little Elm, TX 75068 and 534 CONTINENTAL
DRIVE, LEWISVILLE TX 75067, Delivered by First Class Mail

Re: Bio Corp Trademark U. S. APPLICATION SERIAL NUMBER:
85/819575, Contract Offer Letter from Denise M. DelGizzi dated
April 6, 2015, referring to "Applicant's communication" filed March
23, 2015, which was in fact a "NOTICE OF AND APPEAL BY
AFFIDAVIT OF MARSHALL-EDWARD: MIKELS, AND
SUPPLEMENT TO APPEAL DELIVERED 10/03/14 FILED ON
10/04/14" the subject "APPEAL BY AFFIDAVIT & SUPPLEMENT"
was executed on 03-17-2015 and delivered to the USPTO on
03/19/2015 by UPS 1Z6F90640152746087 THEREFORE FILED BY
DELIVERY 03/19/2015

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Re: Bio Corp Trademark U. S. APPLICATION SERIAL NUMBER: 35/819575, NOTICE: LETTER OFFICE ACTION BY: TOBY E. BULLOFF DATED 01-16-2015. REQUEST FOR RECONSIDERATION DENIED, previously REMANDED TO APPEAL: C/O Dawnmarie D. Sanok DATED 11/21/2014

Re: Bio Corp Trademark U. S. APPLICATION SERIAL NUMBER: 85/819575, NOTICE: APPLICATION ABANDONED BY: Toby E. Bulloff DATED 11-21-2014. AND, PETITION TO DIRECTOR, DISMISSED, and REMANDED TO APPEAL BY: Dawnmarie D. Sanok DATED 11/21/2014

Re: NOTICE OF NON-CONSENT TO "NOTICE: APPLICATION ABANDONED" VOIDING AND WITHOUT EFFECT "PETITION TO DIRECTOR DISMISSED" dated 11/21/2014

AFFIDAVIT

"Indeed, no more than affidavits are necessary to make the prima facie case." United States v. Kis, 658 F.2d, 526, 536 (7th Cir. 1981); Cert. Denied, 50 U.S. L. W. 2169; S. Ct. March 22, 1982

1. TO ALL CONCERNED the undersigned Affiant, Marshall-Edward: Mikels, does solemnly swear, declare and state as follows:
2. Affiant is competent to state the matters set forth herein.
3. Affiant has personal knowledge of the facts stated herein.
4. Those matters not within the personal knowledge of Affiant or law are based upon information, belief and public record.
5. All the facts herein are true, correct and complete, admissible as evidence and if called upon as a witness, Affiant will testify to their veracity.

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6. The Respondent(s)/Debtor(s) agree with Marshall-Edward: Mikels' aforementioned claims and the following.

7. I Marshall-Edward: Mikels have indefeasible title to my land and I am the lawful owner of the landed estate known as MARSHALL EDWARD MIKELS, including all versions/combinations of the all cap entity and owner of its trusts, bonds, real property and interest and is the Authorized Representative for MARSHALL MIKELS ***-**-8951, for Bio Corp, a Delaware corporation and a real party in interest.

8. In any matter in state or federal court, Marshall-Edward: Mikels will appear as an officer and the Authorized Representative for BIO CORP/Bio Corp under FRCP, Rule 17, and under Delaware Supreme Court Rule 57 as referenced below.

9. I make this Affidavit in support of this Presentment and Appeal Judgment.

10. In any matter in State or Federal Court, Department, Office or Agency Marshall-Edward: Mikels will make a Special Attendance Rogatory as one of the sovereign People of the United States of America with all power and authority inherently retained and is the Authorized Representative for Bio Corp and MARSHALL EDWARD MIKELS and will respond for the claimant(s) without relinquishing any unalienable private sovereignty Right hereby and previously exercised and claimed by the Affiant. Affiant will not assume any obligation for MARSHALL EDWARD MIKELS or any combination of the all CAP entity without the right to setoff from its assets claimed and owned by Marshall-Edward: Mikels.

In addition, the Respondent(s)/Debtor(s) agree Affiant shall have the authority and power to

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issue a Writ of Mandamus as a Superior Court of Record to compel action or performance of the lower state and federal courts referenced previously and herein in this or any matter in connection therewith.

11. All of the filings, applications and registrations in this matter are incorporated herein for all purposes by this reference.

12. The following Claims by Affiant have been establish as fact by the Addressee(s)/Respondent(s)/Debtor(s)'s non-response to the Presentments referenced herein including the "NOTICE OF AND APPEAL BY AFFIDAVIT OF MARSHALL-EDWARD: MIKELS, AND SUPPLEMENT TO APPEAL DATED 03/17/2015" and the original Appeal delivered 10/03/14 filed on 10/04/14, resulting in Default in Dishonor and Security Agreement that the Addressee(s)/Respondent(s) are subject to and by non-response to the Affiant's Presentments in the subject Appeal. Therefore, the Addressee(s)/ Respondent(s) and the USPTO Trademark Trial and Appeal Board and their/its officers are subject to an Appeal Judgment and Mandate in favor of Affiant and Bio Corp, that establishes all of the Affiant's and Bio Corp's claims as factual and valid and conversely all the Office Actions of Toby Ellen Bulloff and others, the Appeal proceedings and dismissal letter/notice mailed June 17, 2015 is determined to be void, unlawful, without effect and moot. The above referenced Mandate/MANDATE of this Court of Record Appeal will be final twenty one days from the mailing of this NOTICE

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upon the Addressee(s)/Respondent(s)/Debtor(s) failure to show lawful cause why this Judgment and Mandate should not be made final and enforced.

**THE USPTO NOTICE OF APPEAL DISMISSAL MAILED ON JUNE 17, 2015 IS
RETURNED CANCELLED BY AFFIANT'S NON-CONSENT TO CONTRACT
OFFER, VOID AND WITHOUT EFFECT**

13. TO ALL CONCERNED, on June 17, 2015 Affiant Marshall-Edward Mikels received an email at biocorp@nctv.com from the USPTO which was a contract offer Letter/Notice mailed on June 17, 2015 in reference to Appeal of prior office actions by examining attorney Toby Ellen Bulloff and the denial of registration of Bio Corp's Trademark Application Serial No. 85819575, which notice read *"By the Trademark Trial and Appeal Board: Applicant appealed from the decision of the Trademark Examining Attorney refusing registration, but did not file a brief withing the time set therefor in the Board's April 6, 2015 order. The appeal in the above-entitled application is therefore dismissed. See: Trademark Rule 2.142(b)."* is hereby returned with Affiant's and Bio Corp's non-consent to contract offer, void, unlawful and without effect with the hand written NOTICE : RECEIVED ON 06/17/15 AND RETURNED ON 06/18/15 WITH CANCELLATION BY NON-CONSENT TO CONTRACT OFFER, VOID, UNLAWFUL AND WITHOUT EFFECT. ADDRESSEE(S)/RESPONDENT(S) ARE SUBJECT TO APPEAL JUDGMENT AND MANDATE IN FAVOR OF APPELLANT BIO CORP AND AFFIANT CONFIRMING THEIR/ITS CLAIMS AND SUBJECTING ADDRESSEE(S)/RESPONDENT(S) TO A SECURITY AGREEMENT THAT

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SECURES ALL LIABILITIES AND DAMAGES DUE APPELLANT BIO CORP AND AFFIANT. ALL RIGHTS RESERVED UNDER CONTRACT, UCC AND U.S. CONSTITUTION TO THE ORIGINAL 13th AMENDMENT AND NONE THEREAFTER, Marshall-Edward: Mikels. See, the returned cancelled “dismissed” notice incorporated herein by this reference and attached hereto as **Exhibit 1**.

**ESTABLISHED CLAIM
THE FILING OF THE APPEAL BY AFFIDAVIT WAS DONE ON 10/04/14 AND
THE APPEAL/AFFIDAVIT/SUPPLEMENT WAS DONE ON 03/19/2015**

14. TO ALL CONCERNED, be informed that Affiant Marshall-Edward Mikels received an email at biocorp@nctv.com on 04/07/2015 which was a contract offer Letter from Denise M. DelGizzi dated April 6, 2015, that referred to “Applicant’s communication” filed March 23, 2015, which “communication” was in fact a “*NOTICE OF AND APPEAL BY AFFIDAVIT OF MARSHALL-EDWARD: MIKELS, AND SUPPLEMENT TO APPEAL*” and is the subject “APPEAL BY AFFIDAVIT” that was executed on 03-17-2015 and delivered to the USPTO, Madison East, Concourse Level Room C 55, 600 Dulany Street, Alexandria, VA 22314 on 03/19/2015 by UPS 1Z6F90640152746087, therefore it was filed on delivery 03/19/2015 and not on 03/23/2015 as offered in the above referenced Denise M. DelGizzi’s Letter. The original Appeal by Affidavit had been previously delivered 10/03/14 filed on 10/04/14. Please make that correction to your records and unless the USPTO rebuts the Appeal Affidavit filing date of 03/19/2015 with an affidavit by a person with first hand

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knowledge signed in ink under perjury it will be agreed as stated by Default of the USPTO. See, the UPS Next Day Air delivery confirmation for 1Z6F90640152746087 incorporated therein by reference and attached thereto as Exhibit 1.

**ESTABLISHED CLAIM
NON-CONSENT TO THE USPTO CONTRACT OFFER LETTER BY DENISE
M. DELGIZZI DATED APRIL 6, 2015, RETURNED CANCELLED, VOID,
UNLAWFUL AND WITHOUT EFFECT**

15. The DelGizzi Letter referenced above read:

“Applicant’s communication, filed March 23, 2015, is noted. In the affidavit which is part of the filing Mr. Mikels states that he was unable to receive any mail or notice from the Patent and Trademark Office from January 6, 2015 until February 16, 2015. In view thereof, Applicant is allowed until June 6, 2015 in which to file its appeal brief, in accordance with Trademark Rule 2.142(b)(1).”

Affiant and Bio Corp interpret this Letter to be an offer to contract accepting the late filing of the Appeal/Supplement on “March 23, 2015” that was due for filing on March 22, 2015 and acceptance of the Trademark Rules and jurisdiction by accepting “2.142(b)(1)” thereby agreeing to the “Rules” and jurisdiction that could be used to supersede the Supreme Law of the United States Constitution including Amendments to the original 13th and none thereafter. Article 1, Section 10 states: “No State shall make any... Law impairing the Obligation of Contracts”, which provides a way to circumvent the Constitution by contract. And the letter contract offer could be used as a renegotiation

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of the Court of Record Default Judgment Security Agreement Claim #0296, dated May 27, 2014.that the Addressee(s)/ Respondent(s)/Debtor(s) are subject to. Therefore, Affiant and Bio Corp do not consent to the contract offer and return it with the hand written NOTICE: "RECEIVED ON 04/07/15 AND RETURNED ON 04/07/15 WITH NON-CONSENT TO CONTRACT OFFER, VOID, UNLAWFUL AND WITHOUT EFFECT. APPEAL/SUPPLEMENT DATED 03/17/2015 WAS FILED ON 03/19/2015 UPON ITS DELIVERY TO THE USPTO AND THE ADDRESSEE(S)/RESPONDENT(S)/ DEBTOR(S) ARE SUBJECT TO A COURT OF RECORD DEFAULT JUDGMENT/ SECURITY AGREEMENT CLAIM #0296, DATED MAY 27,2014 AND SUBJECT TO THEIR OATH OF OFFICE, THE U.S. CONSTITUTION AND AMENDMENTS UP TO AND INCLUDING THE ORIGINAL 13th AMENDMENT AND NONE THEREAFTER, THAT NULLIFIES ALL OF THE OFFICE ACTIONS OF THE EXAMINING ATTORNEY TOBY ELLEN BULLOFF, APPROVES THE BIO CORP TRADEMARK APPLICATION 85819575, RETROACTIVELY, CANCELS AND VOIDS THE MIR INNOVATIONS INC. TRADEMARK APPLICATION/REGISTRATION NUMBER 4332952 AND SUBJECTS THE ADDRESSEE(S)/RESPONDENT(S)/DEBTOR(S) TO THE CLAIMS, DAMAGES AND LIABILITIES CONTAINED IN CLAIM #0296, DATED MAY 27, 2014 AND ANY SUBSEQUENT INVOICE. ALL RIGHTS RESERVED UNDER CONTRACT, UNITED STATES CONSTITUTION TRUST AND U.C.C. BY:

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Marshall-Edward: Mikels. See, the return subject Letter contract offer incorporated therein by reference and attached thereto as Exhibit 2.

**ESTABLISHED CLAIM
PREVIOUS USPTO OFFICE ACTIONS ARE VOIDED AND CANCELLED BY
SUPREME LAW**

16. On 02/16/2015 Affiant went th the USPTO's website case file for the Exparte Appeal of Serial number 8581975 and noticed the subject office action by TOBY ELLEN BULLOFF, Esquire, examining attorney in the above referenced U.S. Trademark Application No. 85819575 entitled "*REQUEST FOR RECONSIDERATION DENIED*" and the "PROCEEDINGS RESUMED" by Nicole Their, Paralegal Specialist: dated filed 01/09/15 and mailed on 01/22/15 that states:

" In view of the decision by the Trademark Examining Attorney on January 16, 2015, the appeal is resumed; and applicant is allowed until sixty days from the mailing date hereof in which to file its brief herein. A request for an oral hearing, if desired, must be made not later than ten days after the due date for applicant's reply brief. "

17. The most recent "*OFFICE ACTION BY: Toby E. Bulloff DATED 01-16-2015. REQUEST FOR RECONSIDERATION DENIED*". was returned with Affiant's and Bio Corp's non-consent to contract offer of "*REQUEST FOR RECONSIDERATION DENIED dated 01/16/2015*", which voids it and renders it unlawful and without effect. The returned "*REQUEST FOR RECONSIDERATION DENIED dated 01/16/2015*" was

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returned with the following handwritten Notice: "AFFIDAVIT" applicable to all pages 1 through 5

RECEIVED ON 02-16-2015 AND RETURNED ON 02-17-15 CANCELLED BY NON-CONSENT TO CONTRACT OFFER OF THE" USPTO " "OFFICE ACTION (OFFICIAL LETTER) "REQUEST FOR RECONSIDERATION DENIED, ISSUE MAILING DATE: 01/16/2015" "U.S. APPLICATION SERIAL NO. 85819575" BY: TOBY E. BULLOFF IS CANCELLED WITHIN 3 DAYS OF RECEIPT AND IS VOID, UNLAWFUL AND WITHOUT EFFECT ON APPEAL OR OTHER. USPTO AND ADDRESSEE(S)/RESPONDENT(S)/DEBTOR(S) ARE SUBJECT TO A DEFAULT IN DISHONOR AND SECURITY AGREEMENT CLAIM #0296, DATED MAY 27, 2014 AND SUBJECT TO THEIR OATH OF OFFICE, THE U.S. CONSTITUTION UP TO AND INCLUDING THE ORIGINAL 13TH AMENDMENT. ALL RIGHTS RESERVED U.C.C. AND CONSTITUTION BY: Marshall-Edward: Mikels". See, the returned "*REQUEST FOR RECONSIDERATION DENIED dated 01/16/2015*" by Toby E. Bulloff incorporated herein by this reference and attached to the previous filing as Exhibit 1.

APPEAL IS PENDING PER THE 11/21/2014 Dawnmarie D. Sanok Attorney Advisor Office of the Deputy Commissioner:

1. *Letter of 11/21/2014 Dawnmarie D. Sanok The file will be remanded to the TTAB to consider the October 4, 2014 paperwork as a timely filed notice of appeal to the final Office action issued on April 4, 2014. In accordance with TTAB normal procedures, the TTAB will institute the appeal and process it in accordance with the TTAB practices and procedures.* And the letter "*by Nicole Thier, Paralegal Specialist: dated filed 01/09/15*"
2. Any request for reconsideration is not an offer by Bio Corp or Marshall Edward: Mikels for acceptance by the USPTO or for Toby E. Bulloff. the "request for reconsideration denied" is void by non-consent to the contract offer and is unlawful and without effect on the appeal, the existing Default in Dishonor Court of Record Judgment and Security Agreement Claim #0296 or other.
3. The BIO CORP/Bio Corp Mikels' Petition/Appeal/Affidavit was filed on 10-04-2014.
4. The parties are subject to "Default Judgment notice of final Default in Dishonor Affidavit of entry into commercial contract, liability and Security Agreement Claim #0296, dated May 27, 2014.

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5. The Appeal is an offer to reduce the Addressee(s)/Respondent(s)/Debtor(s) liabilities under the Security Agreement Claim #0296.

6. The Appeal does not re-open the Court of Record Default Judgment Contract and Security Agreement Claim #0296.

7. The Court of Record Default Judgment and Security Agreement Claim #0296 approves the Bio Corp/BIO CORP Trademark Application No. 85/819575 and retroactively voids the Mir Innovations Inc. Trademark Application/ Registration Number 4332952 automatically as function of Supreme Law which supersedes any USPTO Law, Rule, Statute, Case law of other basis.

18. The reasoning by Bulloff for issuing the office action of 11/21/14 is:

“The trademark examining attorney has carefully reviewed applicant’s request for reconsideration and is denying the request for the reasons stated below. See 37 C.F.R. §2.64(b); TMEP §§715.03(a)(2)(B), (a)(2)(E), 715.04(a). The refusal made final in the Office action dated April 4, 2014 and November 21, 2014 are maintained and continue to be final. See TMEP §§715.03(a)(2)(B), (a)(2)(E), 715.04(a). In the present case, applicant’s request has not resolved all the outstanding issue(s), nor does it raise a new issue or provide any new or compelling evidence with regard to the outstanding issue(s) in the final Office action. In addition, applicant’s analysis and arguments are not persuasive nor do they shed new light on the issues. In this case, both marks consists of a design of a stylized Vitruvian man, which is the famous Leonardo Da Vinci drawing of a naked man with arms and legs spread inside of a circle, showing the perfect proportions of the human figure against geometry. See the previously attached information from www.wikipedia.org. There are only slight differences in applicant’s mark and the cited mark, namely, that the cited mark has its Vitruvian man flexing its biceps. But at first or quick glance, the marks look highly similar as pencil-type drawings inspired by the Da Vinci drawing. Both drawings show the Vitruvian man with the same facial features and hair, torso, legs spread apart and together at the same angles. Also, both marks contain the circular and square borders intersecting at the same points. The only difference is that applicant’s mark is a precise copy of the Da Vinci artwork with the arms stretched out to the square’s borders, while registrant’s mark shows the man flexing its arm muscles. Noting how small both of these logos are likely to be depicted on packaging for dietary supplements, and indeed, how small the drawing is shown on applicant’s and registrant’s specimens, the small differences between the marks become even less significant. The examining attorney disagrees with applicant’s characterization of the cited mark as a “significantly altered” version of the Vitruvian man. Even if potential

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purchasers realize the apparent differences between the marks, they could still reasonably assume, due to the overall similarities in sound, appearance, connotation, and commercial impression in the respective marks, that applicant's goods sold under the Vitruvian man design constitute a new or additional product line from the same source as the goods sold under the "Flexing" Vitruvian man design with which they are acquainted or familiar, and that applicant's design is merely a variation of the above. This could be especially true if applicant's line of supplements includes certain products for muscle growth and enhancement and products for other purposes, and would use the "Flexing" Vitruvian man to denote its muscle growth supplements and its "regular" Vitruvian man for its other purposes unrelated to muscle strength and development. See, e.g. SMS, Inc. v. Byn-Mar Inc. 228 USPQ 219, 220 (TTAB 1985) (applicant's marks ALSO ANDREA and ANDREA SPORT were "likely to evoke an association by consumers with opposer's preexisting mark [ANDREA SIMONE] for its established line of clothing."). Applicant's arguments relating to its ownership of the same mark for the same goods (Reg. No. 2964648) are unpersuasive, as this registration was cancelled prior to applicant's filing for the current application. It should also be noted that the examining attorney assigned to Serial No. 85670760, (which is now Reg. No. 4332952) searched the register for conflicting marks on October 27, 2012, a month after applicant's prior registration had been cancelled. Therefore, applicant's prior registration would never have appeared on the register as a potentially conflicting cite likely to cause confusion. Applicant's prior registration containing the same design mark, scaled down to accommodate the dominant wording NATURAL YOUTH FORMULA I, No. 2068276 did co-exist on the register with the cited registration; however, the additional wording in the mark was likely sufficient to distinguish its mark from the cited registration. Regardless, prior decisions and actions of other trademark examining attorneys in registering other marks have little evidentiary value and are not binding upon the USPTO or the Trademark Trial and Appeal Board. TMEP §1207.01(d)(vi); see In re Midwest Gaming & Entm't LLC, 106 USPQ2d 1163, 1165 n.3 (TTAB 2013) (citing In re Nett Designs, Inc., 236 F.3d 1339, 1342, 57 USPQ2d 1564, 1566 (Fed. Cir. 2001)). Each case is decided on its own facts, and each mark stands on its own merits. See AMF Inc. v. Am. Leisure Prods., Inc., 474 F.2d 1403, 1406, 177 USPQ 268, 269 (C.C.P.A. 1973); In re Binion 93 USPQ2d 1531, 1536 (TTAB 2009).

Accordingly, the request is denied.

The filing of a request for reconsideration does not extend the time for filing a proper response to a final Office action or an appeal with the Trademark Trial and Appeal Board (Board), which runs from the date the final Office action was issued/mailed. See 37 C.F.R. §2.64(b); TMEP §715.03, (a)(2)(B), (a)(2)(E), (c).

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If time remains in the six-month response period to the final Office action, applicant has the remainder of the response period to comply with and/or overcome any outstanding final requirement(s) and/or refusal(s) and/or to file an appeal with the Board. TMEP §715.03(a)(2)(B), (c). However, if applicant has already filed a timely notice of appeal with the Board, the Board will be notified to resume the appeal. See TMEP §715.04(a). “

Bio Corp and Affiant do not consent to Bulloff's "REQUEST FOR RECONSIDERATION DENIED" which voids the actions and reasons referenced above by timely non-consent recorded with the 72 hour period therefore the Bulloff office action is void, unlawful and without effect.

**ESTABLISHED CLAIM
THE EXISTING CONTRACT AND THE SUPREME LAW OF THE U.S.
CONSTITUTION TRUST APPROVE THE BIO CORP TRADEMARK
APPLICATION AND VOID THE MIR INNOVATIONS INC. REGISTRATION**

19. Bio Corp and Affiant Mikels stand on the Supreme Law of the U.S. Constitution/Trust and the referenced Security Agreement Claim #0296 dated May 27, 2014 to protect the property Rights of the Bio Corp and Mikels' Trademark(s) property/Rights which supersede any U.S. Code, including the U.S. Codes, Statutes, Case opinion, Trademark Rule, Rule or other basis cited by Bulloff. These U.S. Codes, Statutes, Case opinion, Trademark Rule or other only have the force of law if they are agreed to by Bio Corp/Mikels and no agreement has been made expressly or otherwise by Mikels or Bio Corp to give these Codes, Case Laws or Rules the force of law. The supremacy clause of the Constitution nullifies any law made by Congress that conflicts

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with the Constitution. Therefore, Article 1, Section 10 of the Constitution prohibits any impairment of contract: “*No State shallpass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility.* (I-9-3 and I-10) Protection against piracy (I-8-10) trademark property Rights are protected by (I-8-8) And, the parties are subject to the Security Agreement Contract Claim #0296, dated May 27, 2014 referenced herein and the U.S. Constitution which is another binding trust contract the officers of the USPTO are fiduciaries to. Also, the original 13th Amendment prohibits any Esquire attorney from holding public office, which would include any contract to represent the USPTO as an examining attorney of behalf of the USPTO or a Deputy Commissioner of the USPTO, therefore, any argument, reasoning or decision by a BAR Esquire attorney or Trademark Rules, Statute, Code, Case Law/opinion or other device must be voided as a matter of Supreme Law. These established facts stand as undisputed truth.

20. The other issue that provides established fact for the registration of the Bio Corp Application No. 85/819575 is the fact that the Mir Innovations Inc./Alpha Men’s Edge Nutrition Application/Registration Number 4332952 conflicts and has a likelihood of confusion with a preexisting Trademark of Bio Corp Registration No. 2068276 currently active in use since 1991-1992. So, the Mir Innovations Inc. Registration Number 4332952 should have never been approved for registration in the first place. And, Bulloff’s reasoning that:

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“Applicant’s prior registration containing the same design mark, scaled down to accommodate the dominant wording NATURAL YOUTH FORMULA I, No. 2068276 did co-exist on the register with the cited registration; however, the additional wording in the mark was likely sufficient to distinguish its mark from the cited registration. Regardless, prior decisions and actions of other trademark examining attorneys in registering other marks have little evidentiary value and are not binding upon the USPTO or the Trademark Trial and Appeal Board.”

Citations that are voided by non-consent, the obligations of the Addressee(s)/Respondent(s)/Debtor(s) to existing Security Agreement Claim #0296 referenced and the Constitution’s Supreme Law and therefore Toby Ellen Bulloff’s Citations are non-applicable:

TMEP §1207.01(d)(vi); see In re Midwest Gaming & Entm’t LLC, 106 USPQ2d 1163, 1165 n.3 (TTAB 2013) (citing In re Nett Designs, Inc., 236 F.3d 1339, 1342, 57 USPQ2d 1564, 1566 (Fed. Cir. 2001)). Each case is decided on its own facts, and each mark stands on its own merits. See AMF Inc. v. Am. Leisure Prods., Inc., 474 F.2d 1403, 1406, 177 USPQ 268, 269 (C.C.P.A. 1973); In re Binion 93 USPQ2d 1531, 1536 (TTAB 2009).

The above reasoning and citations used by Bulloff are voided and without effect due to her nonsense utilized, the Mikels’ non-consent to the contract offer, the original 13th Amendment, the Constitution’s Supreme laws partially cited above that nullify any case opinion, code, rule or other device that conflicts with the Rights protections referenced in the Constitution and the Default in Dishonor Court of Record Default Judgment and Security Agreement Bulloff, the USPTO and the other Addressee(s)/Respondent(s)/Debtor(s) are subject to which is res judicata.

22. Therefore, it appears that the USPTO in Bulloff’s actions are in violation of the Security Agreement for failure or refusal to correct a mistake they/it made in the approval

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of the Mir Innovations Inc. Registration Number 4332952 at the detriment and damage to Bio Corp and Affiant. Therefore, any reasoning or U.S. Codes used by the USPTO as a basis for the denial of Bio Corp's Application because it has a likelihood of confusion with the Mir Innovations Inc. Registration is obviously wrong and cannot withstand any reasonable analysis, fact, the Supreme Law and the existing Default in Dishonor Judgment and Security Agreement the parties are subject to. This Appeal by Affidavit is Bio Corp and Mikels' good faith offer to reduce the existing liability of the USPTO and the Addressee(s)/Respondent(s)/Debtor(s).

THEREFORE, for the above stated reasons the Bulloff "*REQUEST FOR RECONSIDERATION DENIED*" dated 01-16-2015 is returned with no consent to contract offer, void and without effect. And, Affiant has filed the Appeal/Affidavit and Supplement brief within the time schedule referenced in the "PROCEEDINGS RESUMED" by Nicole Thier, Paralegal Specialist: dated filed 01/09/15 and mailed on 01/22/15 (which the Affiant has not received by mail to date) that states: sixty days from 01/22/15 to file the brief which is the Appeal Affidavit in this case.

The Affiant and Bio Corp do not relinquish any Rights by filing any Appeal and any filing of an Appeal is not an offer to re-contract and does not affect the existing obligations of the parties under the Default Judgment and Security Agreement CLAIM #0296, dated May 27, 2014. The Appeal is made in a good faith effort to correct the

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mistake of the USPTO and to curtail damages to Bio Corp and Affiant and additional liabilities to the USPTO and the Addressee(s)/Respondent(s)/Debtor(s).

**TIME TO RESPOND
OR DEFAULT TO ACKNOWLEDGEMENT OF THIS APPEAL JUDGMENT
AND MANDATE AFFIRMING THE BIO CORP/MIKELS' ESTABLISHED
FACTS, CLAIMS AND REGISTRATION OF TRADEMARK**

23. **The time provided to respond is Twenty (21) Days from the mailing date of this NOTICE**, if more time is needed additional time may be granted upon the Addressee(s)/Respondent(s) written request within the time provided. Any response received after the time provided will be considered a non-response and result in a default in dishonor and an admission to the un-rebutted facts left standing in the Affidavit of Marshall-Edward: Mikels and this Appeal Judgment/Mandate not responded to by Addressee(s)/Respondent(s)/ or Debtor(s). Upon a Default the Addressee(s)/ Respondent(s) and Debtor(s) will be bound by the referenced Security Agreement by their non-response, acquiescence, silence and admission to the un-rebutted facts and claims of the Mikels' Affidavit left standing and by this Appeal Judgment and assume all obligation for the USPTO's Registration of the Bio Corp Trademark Application No. 85/819575 and the retroactive cancellation and voiding of the Mir Innovations Inc./Alpha Men's Edge Nutrition Application/Registration Number 4332952 and assume all liability for the Affiant's claims, violation of their/its fiduciary duty, responsibility, fraud, breach of public trust, contract, law violation, Rights violation, monetary or property loss,

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damage caused, recovery cost, cost of defense, collection and any other applicable charge. See, what constitutes a valid response below.

**RESPOND OR DEFAULT TO ADMISSION TO FACTS, THIS APPEAL
JUDGMENT AND AFFIANT'S CLAIMS LEFT STANDING, SECURITY
AGREEMENT AND LIABILITY**

24. **RESPONDENT'S FAILURE OR REFUSAL TO RESPOND** or to provide the Proof of Claims or rebuttal of Claims in the time period provided herein will result in a Default in Dishonor and admission to the facts stated herein in this Affidavit and acknowledgement and agreement to this Appeal Judgment and Mandate and all Addressee(s)/Respondent(s), Debtor(s) and others in connection with this matter either past, present or future will inter into a commercial contract and Security Agreement referenced herein by their default, silence, acquiescence and subject to private agreement, admiralty and commercial law under the Uniform Commercial Code, the Postmaster of this document(s) and the Universal Postal Union. If facts left standing in this Affidavit or previous Affidavit(s) establish the USPTO or the UNTIED STATES is operating as a private for profit corporation, third party debt collector or if officials have violated their Oath of office then they are subject to no immunity from claims for loss, Rights violations, law violations and damages as a result of the Addressee(s)/Respondent(s), Debtor(s) and others actions.

A DEFAULT IN DISHONOR IS A COURT OF RECORD JUDGMENT

25. A Default in Dishonor is a court of record judgment based on the un-rebutted

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Affidavit of Marshall-Edward: Mikels in which the Addressee(s)/Respondent(s) let stand the facts, points, statements and evidence presented in this Affidavit and any other un-rebutted Affidavit stand as undisputed fact, truth and final judgment. A Default in Dishonor will result in a right to file a claim for collection of debt, monetary or property loss, for the return of any beneficial interest in any trust, unclaimed or abandoned property, credit due, interest, damages suffered, time and cost of defense and collection as a result of the actions by the judgment Debtors/Addressee(s)/Respondent(s). And, the stipulation of Addressee(s)/Respondent(s)/Debtor(s) to a self-executing power of attorney to Affiant to execute a Security Agreement on their/its behalf as their/its agent and sign by accommodation under UCC § 3-419 or other provision of U.C.C. to exercise the right to record a lien and Security Agreement to secure any remedy, debt, property, relief or claim due under the Security Agreement entered into by novation, non-response and default of the Addressee(s)/Respondent(s)/Debtor(s), see the "NOTICE OF FEE SCHEDULE, JURISDICTION UNDER THE CONTRACT, COMMERCIAL LAW U.C.C POSTMASTER AND UNIVERSAL POSTAL UNION Notice to Agent is Notice to Principal; Notice to Principal is Notice to Agent" for details of fees, liability and security against judgment debtor(s) incorporated herein by this reference and attached to the Court of Record Default Judgment Security Agreement Claim #0296, dated May 27, 2014 as Exhibit 1

26. To verify any response to this 1st Presentment Notice of Conditional Acceptance for Value and Request for Proof of Claims please deliver the response to Notary, Stacey L. Mack, 205 Mount Shasta Blvd., Suite 400, Mount Shasta CA 96067.

NOTE: any court order, document or notice issued by the USPTO, contract entity or a court without an affidavit response to the Proof of Claims or Claims requested or stated herein and signed under penalty of perjury by an authorized representative or official with personal first hand knowledge, or delivered after the time provided for, will be considered a non-response to this NOTICE Presentment and a default in dishonor will result.

**ANY PROOF OF CLAIM NOT RESPONDED TO WILL ESTABLISH FACT OF
AN ADMISSION OF NON-EXISTENT PROOF, FAILURE TO PROVE THE
CLAIM AND ESTABLISH THE UN-REBUTTED FACTS IN THIS AFFIDAVIT
AS THE TRUTH**

27. The Addressee(s)/Respondent(s) and Debtor(s) are hereby informed that if any of the above stated request for Proof of Claims or Claim are not responded to or rebutted, or is vague, incomplete, evasive or not in compliance with the stated law contained in the Contract formed by the referenced Presentments and the United States of America Constitution, Bill of Rights, Declaration of Independence or other Treaties (not civil law, statute, rule, code or ordinance created after the ratification of the original 13th Amendment December 9, 1812) it will constitute a non-response and will be established as a fact of an admission that no proof exists that can be used as a factual and true response.

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Please respond with an affidavit by an authorized representative with first hand personal knowledge signed in ink under penalty of perjury within Thirty (30) Days from the mailing of this Notice/Presentment. Upon Default an automatic grace period of Seven (7) Days will be granted after which a Court of Record Default Judgment in the Appeal will issue as part of the referenced Security Agreement and take effect on the Addressee(s)/Respondent(s)/Debtor(s) without further NOTICE.

28. **WHEREAS**, this Court of Record has been conducted this day by the supreme authority of the People of the United States of America derived from their unalienable Rights that are inherent from the Creator, by Presentment of Affidavit sworn under penalty of perjury to the facts and evidence contained therein, none higher in authority, which will be established by affidavit un-rebutted and therefore the facts and evidence will stand as the truth and form this Judgment in this Court of Record Appeal which cannot be reviewed by any court and is not subject to impairment under Article 1 Section 10 of the Constitution for the United States of America 1787-1789, the Bill of Rights and the Declaration of Independence 1776 which the officers of this USPTO and United States court have taken an Oath as a fiduciary to uphold the People's Trust.

29. **WHEREFORE**, Judgment has be made this day by honorable Presentment and Affidavit of Marshall-Edward: Mikels that has not been responded to by the opposing parties, judges and officers referenced, by affidavit as prescribed herein and any counter offer that has been rescinded and cancelled by non-consent of Mikels and therefore, if not

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responded to by the Addressee(s)/Respondent(s) and Debtor(s) will be final and in favor of Marshall-Edward: Mikels, owner and beneficiary of MARSHALL E. MIKELS and its trusts, property, notes and/or Bio Corp or other assets as prescribed in the aforementioned facts, finding and Security Agreement and this matter will be concluded and final on the twenty first day from this mailing and the judge(s), clerks and officials will be determined to be disqualified by void oath nunc pro tunc.

30. **KNOW THAT**, this is an Appeal Judgment and Mandate by Affidavit of Marshall-Edward: Mikels and Bio Corp for Proof of Claims or rebuttal of Claims by the USPTO, it's Officers or contractors and any ALL CAP versions, for acknowledgement of established facts comprising res judicata, therefore the date for final resolution by Affidavit brief has been set herein by this NOTICE.

potestatem omnis courrts



NOTICE OF NON-CONSENT TO THE UNITED STATES PATENT AND TRADEMARK OFFICE
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IN WITNESS WHEREOF I hereunto set my hand and seal on this 18th day of June 2015,
and hereby certify, swear and affirm under the law of this contract, commercial law U. C.
C., the Supreme law of the Constitution for the United States of America, the Bill of
Rights, the Declaration of Independence and other Treaties of the United States of
America and the state of California Republic that all the statements made above are true,
correct and complete based on my personal knowledge, information and belief.

All Rights Reserved Without Prejudice, Under Reserve U. C. C.

Date: 06-18-2015 Affiant: Marshall-Edward Mikels (Seal)
Marshall-Edward: Mikels, Secured Party/Creditor/Owner of the Claim and Trademark(s)
by Contract and Secured Party Interest in Bio Corp.
Marshall-Edward: Mikels, Secured Party/Creditor/Owner of the Landed Estate
MARSHALL EDWARD MIKELS / ***-**-8951 or other version of the all CAP entity
name and the Authorized Representative For: MARSHALL E. MIKELS, Under FRCP 17
(a)(F) and Bio Corp. The Original 13th Amendment to the Constitution of the United States
of America Prohibiting Esquires from Holding Public Office, to the Constitution of the
United States of America 1776-1787-1789, Treaties of the United States of America and
Postmaster of the document(s) by autographed stamp and seal affixed hereto and void where
prohibited by law.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

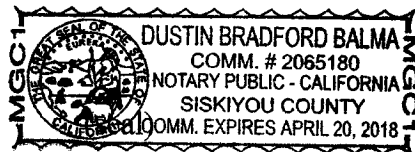
JURAT

State of California)
) ss:
County of Siskiyou)

Subscribed and sworn to (or affirmed) before me on this 18th day of June, 2015, by

Marshall Edward Mikels, proved to me on the basis of satisfactory
evidence to be the person who appeared before me.

Dustin Bradford Balma
Dustin Bradford Balma / NOTARY Signature



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EXHIBIT 1

RECEIVED
ON 06/17/15
AND RETURNED
ON 06/18/15 WITH
CONCURRENCE BY NOKIA
- CONSENT TO CONTRACT
WITHOUT EFFECT. UNLAWFUL
RESPONDENTS IN FAVOR OF APPELLANT'S CLAIMS
AND AFFECTING CONFINEMENT THAT SEVERAL
AND SUBJECT TO APPEAL DUE RIGHTS RESET
AND SECURITY AND AFFILIATION- ALL U.S. CONSTITUTION
TO A SECURE AND AFFILIATION- ALL U.S. CONSTITUTION
LIABILITIES AND AFFILIATION- ALL U.S. CONSTITUTION
BIOCOMP AND AFFILIATION- ALL U.S. CONSTITUTION
UNDER CONTRACT, IS THE AMENDMENT AND
TO THE ORIGINAL IS THEREAFTER, - Edump: M...
NONE THEREAFTER, - Edump: M...

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 451
Alexandria, VA 22313-1451
General Contact Number: 571-272-8500

Mailed: June 17, 2015

In re Bio Corp. a corporation organized
and existing under the laws of the State
of Delaware

Serial No. 85819516

Filed 1/9/2015

By the Trademark Trial and Appeal Board:

Applicant appealed from the decision of the Trademark Examining Attorney
regarding registration, but did not file a brief within the time set therefor in the
Board's April 2015 order. The appeal in the above entitled application is
therefore dismissed. See Trademark Rule 2.142(c).

Handwritten signature/initials: M...

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451
General Contact Number: 571-272-8500

nmt

Mailed: June 17, 2015

In re Bio Corp, a corporation organized
and existing under the laws of the State
of Delaware

Serial No. 85819575

Filed: 1/9/2013

By the Trademark Trial and Appeal Board:

Applicant appealed from the decision of the Trademark Examining Attorney refusing registration, but did not file a brief within the time set therefor in the Board's April 6, 2015 order. The appeal in the above-entitled application is therefore dismissed. See: Trademark Rule 2.142(b).

1 Marshall-Edward: Mikels, Secured
2 Party/Creditor/Owner of the Claim and
3 Trademark(s) by Contract and Secured Party
4 Interest in Bio Corp, and, Authorized
5 Representative For: MARSHALL E. MIKELS,
6 Under FRCP 17 (a)(F) and Bio Corp.
7 **Mailing Address:** Bio Corp,
3053 West Craig Road, Suite E-124
8 North Las Vegas, NV 89032 without U.S.
9 530-918-4162 biocorp@nctv.com

10 **PROOF OF SERVICE**

11 **UNITED STATES PATENT AND TRADEMARK OFFICE**

12 BIO CORP and MARSHALL E. MIKELS

APPLICATION SERIAL NO. 85819575

13 Petitioner/Appellant
14 v.

**NOTICE OF AND AFFIDAVIT OF NON-
CONSENT**

15 UNITED STATES PATENT AND
16 TRADEMARK OFFICE,
17 MIR INNOVATIONS INC., GREG CLARK
18 And. ALPHA MEN'S EDGE NUTRITION, INC.

**VOIDING CONTRACT OFFER OF
THE UNITED STATES PATENT AND
TRADEMARK OFFICE
“DISMISSAL NOTICE MAILED JUNE 17, 2015
UNSIGNED AND UN-NAMED
U.S.P.T.O.’S TIME TO RESPOND OR
DEFAULT TO FINAL APPEAL MANDATE
AND**

19 Respondent

**SECURITY AGREEMENT
Notice to Agent id Notice to Principal and Notice
to Principal is Notice to Agent
Delivered by Certified Mail
IN REF TO, APPEAL FOR REVERSAL OF FINAL
REFUSAL OFFICE ACTION AND
REGISTRATION OF U.S. APPLICATION SERIAL NO.
85819575.**

- 20
21
22
23 1. At the time of service I was over eighteen (18) years of age and not a party to this action.
24 2. My residence or business address is : 610 Alder Street, Mount Shasta California Republic
25 (96067).
26 3. On June 18 , 2015, I served the following documents by U.S. mail:
27

**PROOF OF SERVICE OF NOTICE OF NON-CONSENT TO THE UNITED STATES PATENT AND TRADEMARK
OFFICE VOIDING CONTRACT OFFER OF “June 17, 2015 NOTICE OF “DISMISSED” DATED 06/17/2015
AND FINAL APPEAL JUDGMENT IN FAVOR OF APPELLANT AND AFFIANT IN
Bio Corp Trademark U. S. APPLICATION SERIAL NUMBER: 85/819575**

IN REFERENCE TO:



Bio Corp's Trademark used since 1991 and claimed in use since April 15, 1992 in Registration Number 2964648. Renewal Application 85819575 filed on January 9th 2013, suspended by USPTO April 29th 2013, refused on May 13, 2013 on the basis of "likelihood of confusion" with Mir Innovations Inc.'s mark shown in Exhibit 3 and a copy of the Bio Corp prior trademark design used in its application 85819575 and the USPTO acknowledgement response attached to the 1st Presentment dated February 8, 2014 as Exhibit 2.

DOCUMENT(S) SERVED

APPLICATION SERIAL NO. 85819575

**NOTICE OF AND AFFIDAVIT OF NON-CONSENT
VOIDING CONTRACT OFFER OF
THE UNITED STATES PATENT AND TRADEMARK OFFICE
"DISMISSAL NOTICE MAILED JUNE 17, 2015 UNSIGNED AND UN-NAMED
U.S.P.T.O.'S TIME TO RESPOND OR DEFAULT TO FINAL APPEAL MANDATE AND
SECURITY AGREEMENT**

**Notice to Agent id Notice to Principal and Notice to Principal is Notice to Agent
Delivered by Certified Mail**

**IN REF TO, APPEAL FOR REVERSAL OF FINAL REFUSAL OFFICE ACTION AND
REGISTRATION OF U.S. APPLICATION SERIAL NO. 85819575.**

From: APPLICANT
BIO CORP. a Delaware Corporation
Bio Corp's Authorized Representative
Marshall-Edward: Mikels, Bio Corp,
3053 West Craig Road, Suite E-124
North Las Vegas, NV 89032 without U.S.
Delivered by respond to
Stacey L Mack [Notary Public]
205 Mount Shasta Blvd.,
Suite 400,
Mount Shasta CA 96067

Appeal Board
C/O Dawnmarie D. Sanok
Attorney Advisor and
Denise M. DelGizzi, Program Manager
Office of the Deputy Commissioner
for Trademark Examination Policy
dawn-marie.sanok@uspto.gov
571-272-9577 (O)
**Delivered by Certified Mail 7013 2250 0001 5792
8981**

To Addressee(s)/Respondent(s)/Debtor:
DEBORAH COHN, in Official capacity and
Deborah Cohn in individual capacity
Commissioner of Trademarks United States
and assigned Director
Patent and Trademark Office

**PROOF OF SERVICE OF NOTICE OF NON-CONSENT TO THE UNITED STATES PATENT AND TRADEMARK
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600 Dulany Street
Alexandria, VA 22314,
Delivered by Certified Mail 7013 2250 0001 5792 8974

To Addressee(s)/Respondent(s)/Debtor:
**TOBY ELLEN BULLOFF, Esquire, in Official capacity
and Toby Ellen Bulloff in individual capacity**
Examining Attorney for the United States
Patent and trademark Office
Law Office 119, 600 Dulany Street
Alexandria, VA 22314
(571) 270-1531
toby.bulloff@uspto.gov
Delivered by First Class Mail

OPPOSING PARTY

To Addressee(s)/Respondent(s)/Debtor:
**Mir Innovations, Inc. CORPORATION TEXAS
GREG CLARK Executive Officer, official capacity**
And, Greg Clark, individual capacity
534 CONTINENTAL DRIVE, LEWISVILLE TX
75067,
And, Greg Clark CEO Alpha Men's Edge Nutrition,
Inc.
2701 Little Elm Pkwy Ste 100 #527 Little Elm, TX
75068 and 534 CONTINENTAL DRIVE,
LEWISVILLE TX 75067,
Delivered by First Class Mail

4. I served the documents on the person or persons above, as follows:
Name of person served Respondent(s) referenced above:

5. Business or residence addresses where the person or persons were served as indicated above to
the party, opposing parties, their attorney, or other.

6. By first class U.S. Mail delivery as shown above. I enclosed the documents in a sealed envelope
or package addressed to the persons shown above, or in care of their attorney/agent above by
depositing the sealed envelope or package with the U. S Postal Service, with the postage fully
prepaid.

I declare under the penalty of perjury that the foregoing is true and correct on this 18th day of June
2015.

Declarant: By Uriel Bramah
Print Name Uriel Bramah

PROOF OF SERVICE OF NOTICE OF NON-CONSENT TO THE UNITED STATES PATENT AND TRADEMARK
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